

**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

**FACILITY INVENTORY AND CONDITION
ASSESSMENT SYSTEM**

BVA Number APA05.01

Contract Number: APA05.01

This contract entered into this 7th day of April 2005, by VFA, Inc., hereinafter called the Contractor, and the Commonwealth of Virginia, Auditor of Public Accounts, hereinafter referred to as the APA.

WITNESSETH that the Contractor and the APA, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the APA as set forth in the Contract Documents.

The Contract Documents shall consist of:

- (1) This signed form;
- (2) BVA #APA05.01 dated February 3, 2005.
- (3) The Contractor's Proposal dated February 23, 2005.
- (4) The following negotiated terms as agreed upon by the Contractor and the APA on March 28, 2005:
 - a. As determined by the APA, the Contractor shall provide a combination of Detailed Facility Condition Assessments and Life-Cycle Costing Data Collection Mechanisms.
 - b. Contractor shall charge the APA \$83 per month for each user, up to 150 users. The total annual license cost for all 150 users shall be \$149,400.
 - c. Contractor shall charge the APA a one-time \$20,000 fee for installation and configuration of the system.
 - d. Contractor shall charge the APA a one-time \$10,000 fee for uploading APA requested templates to the system through the end of April 2006.
 - e. Contractor shall charge the APA a one-time \$20,000 fee for importation of EMG data from George Mason University, and any other state agency that may contain similar data.

- f. Contractor shall charge the APA a one-time fee of \$60,600 to provide a 12-day training session to state agencies as determined and scheduled by the APA. Such training shall include Data Collection, and Planner sessions. The APA will be responsible for Scheduling the training.
- g. Contractor shall provide the APA a total of four (4) complete data extractions during the first year of the agreement, and two (2) complete data extractions for each year thereafter. This shall include providing a copy of each data extraction to the Auditor of Public Accounts, Department of Planning and Budget, and the Department of General Services.
- h. All of the above costs shall comprise the “all-inclusive fee” of \$260,000 that the Contractor charges the APA for Phase 1.

Excluding the Additional Charges and FlexSafe Escrow Agreement outlined below, the phrase “all-inclusive fee” shall be defined as the maximum payment the Contractor receives from the APA for services under this agreement.

Additional Charges:

- i. Contractor shall charge \$1,400 annually, per user, for any pilot agency who exceeds the predetermined 150 user limit. This amount shall be pro-rated based on the initial contract start date of April 7, 2005.
- j. Contractor shall charge \$1,400 annually, per user, for each agency who wishes to participate during Phase 1 but is not referenced in the BVA (Section III. Statement of Needs). This amount shall be pro-rated based on the initial contract start date of April 7, 2005.
- k. Contractor shall charge \$300 per “non-system user” who attends the Facility/Infrastructure Certification Program. A “non-system user” shall be any agency employee of the Commonwealth of Virginia who is responsible for data collection and not a licensed user of the system.

- (5) The attached FlexSafe Escrow Agreement between the Contractor (Depositor) and Iron Mountain Intellectual Property Management, Incorporated (IMIPM).

As the FlexSafe Beneficiary, the APA is entitled to all associated rights but shall only be liable for an initial setup fee of \$500, and a subsequent annual fee of \$1,850 to maintain the FlexSafe Escrow Agreement. The APA’s participation as FlexSafe Beneficiary in the FlexSafe Escrow Agreement shall be governed by the laws of the Commonwealth of Virginia.

- (6) The attached signed Contract Addendum to Contractor’s Form that serves as an alternate document for executing the attached integrated Application Service Provider Agreement. All General Terms and Conditions, Special Terms and Conditions, and Exclusivity of Terms and Conditions listed in BVA #APA05.01 shall supersede any conflicting terms in the Application Service Provider Agreement.

*The terms of this signed Contract form shall take precedence over any differing terms in BVA #APA05.01 and the Contractor's Proposal.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____

By: _____

Title: _____

Title: Auditor of Public Accounts